

(4)

AMENDMENT TO OIL AND GAS LEASE

Reference is hereby made to that certain Oil and Gas Lease (hereinafter referred to as "Lease") dated the 20th day of January, 2006, by and between National Cowboys of Color Museum and Hall of Fame, a non-profit corporation, as Lessor, and Dale Resources, L.L.C. ("Dale"), as Lessee, whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, which lease is recorded as Document Number D206081021 of the Official Public Records of Tarrant County, Texas, covering the following described lands located in Tarrant County, Texas, to wit:

2.92 acres of land, more or less, out of the R.R. Ramey Survey, Abstract 1342, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated December 27, 2001, from Renaissance Cultural Center, as Grantor, to National Cowboys of Color Museum and Hall of Fame, a non-profit corporation, as Grantee, as recorded in Instrument Number D201318313, of the Official Public Records of Tarrant County, Texas.

3.73 acres of land, more or less, out of the R. R. Ramey Survey, Abstract 1342, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated October 28, 1982, from Gary Ashcraft, as Grantor, to Ernest McGhee and wife, Willie Ann McGhee, as Grantee, as recorded in Volume 8426, Page 1795, of the Official Public Records of Tarrant County, Texas.

Said lands are hereby deemed to contain 6.65 acres of land, more or less.

WHEREAS said Lease was assigned by Dale to Chesapeake Exploration Limited Partnership ("Chesapeake") by conveyance dated effective December 1, 2006 (the "Conveyance"), recorded as Document No. D206409245 in the Official Public Records of Tarrant County, Texas.

WHEREAS, it is the desire of Lessor and Chesapeake to amend the Lease as provided for herein.

Whereas, provisions 11 and 14 of the Lease restrict Lessee's right to use the surface of the lands for operations and it is the desire of Lessor and Lessee to amend the Lease in order that Lessee may use the surface of said lands for operations.

Now Therefore, the undersigned parties do hereby delete from the Lease provisions 11 and 14 in their entirety and in their place do hereby insert provisions 11 and 14 set forth in Exhibit "A" attached hereto.

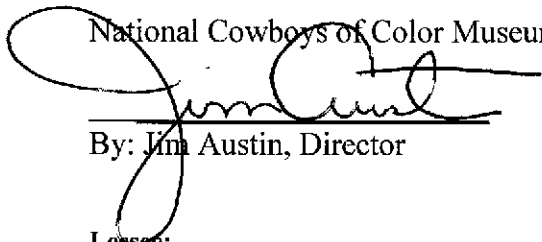
Furthermore the undersigned do hereby ratify, adopt and confirm said Lease as hereby amended, as a valid and subsisting Lease and the undersigned Lessor does hereby grant, demise, lease and let unto Chesapeake Exploration Limited Partnership, the present owner of said Lease, the premises described above, subject to and in accordance with all of the terms and provisions of said Lease as hereby amended.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

EXECUTED effective the 2nd day of October, 2007.


Lessor

National Cowboys of Color Museum and Hall of Fame


By: Jim Austin, Director

Lessee:

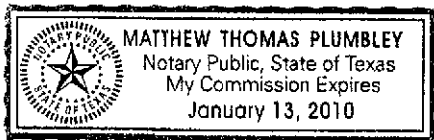
Chesapeake Exploration Limited Partnership
An Oklahoma limited partnership


By: 
Henry J. Hood, Sr. Vice President - Land and Legal & General Counsel
Chesapeake Operating, Inc. General Partner

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on October 2nd, 2007, by Jim Austin, Chairman of the National Cowboys of Color Museum and Hall of Fame, a Texas non-profit corporation on behalf of said corporation.

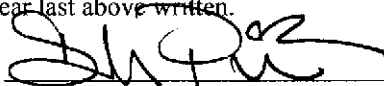



Notary Public State of Texas

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of MAY, 2008, personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of **Chesapeake Operating, Inc.**, acting as General Partner for **Chesapeake Exploration Limited Partnership**, an Oklahoma limited partnership, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.


Notary Public

My Commission Expires: _____
My Commission Number: _____



Exhibit "A"

11. Surface Drillsites:

(A) In addition to the right to use the surface of the Lease Premises for purposes set forth in this Lease, Lessee is hereby granted the exclusive right to use the Lease Premises for the purpose of drilling directional and horizontal oil and gas wells from the surface of the Lease Premises and to drill through the subsurface in order to operate and produce such wells for production of oil, gas and associated hydrocarbons from lands other than the Lease Premises. As consideration for the rights granted in this paragraph, Lessor shall be entitled to an overriding royalty of 2% of 8/8ths of the production from each well with a surface location on the Lease Premises which overriding royalty shall be proportionately reduced based on the amount of Lease royalty participation of the Lessor in production from such well as hereinafter set forth:

(1) In the event that the well produces from lands other than the Lease Premises and no portion of the Lease Premises is included in a pooled unit from which such well produces such that Lessor receives no Lease royalty on production from the well, the Lessor will be entitled to receive 100% of the overriding royalty of 2% of 8/8ths.

(2) In the event that the well produces from a pooled unit which includes a portion of the Lease Premises such that Lessor receives lease royalty on an allocated share of production from the well, then the overriding royalty shall be proportionately reduced based on the amount of acreage from the Lease Premises included in the pooled unit. The amount of reduction shall be a fraction with the denominator being the total amount of acreage in the pooled unit and the numerator being the amount of acreage from the Lease Premises within the pooled unit. For example, if the well is producing from a pooled unit comprising a total of 160 acres, of which 10 acres is from the Lease Premises, the overriding royalty will be reduced by $10 \div 160 = 6.25\%$. Reduction of the 2.0% overriding royalty by 6.25% results in an overriding royalty of 1.875% to the Lessor.

(B) Lessee shall convey the overriding royalty set forth above to Lessor within sixty (60) days from the date of first production from each well. The overriding royalty assignment shall be limited to the production from the well and shall be free and clear of all costs and expenses of production save and except applicable taxes.

(C) It is intended that the overriding royalty for surface sites provided by this paragraph shall be owned by Lessor as owner of the mineral interest covered by this Lease and in the event of severance of the mineral estate from the surface estate, the right to the overriding royalty shall remain with the owner of the mineral estate.

(D) In the event the well is a Lease well bottomed entirely on the Lease Premises such that Lessor receives the Lease royalty provided by this Lease on 100% of the production from such well without dilution, then Lessor shall receive none of the overriding royalty.

(E) Notwithstanding the expiration of the term of this Lease, the right to use of the surface granted herein shall survive for a period of five (5) years from the expiration of this Lease and as long thereafter as there is production, or drilling or reworking operations on any well surfaced on the Lease Premises with no cessation of more than 120 consecutive days. It is not the intent of Lessor or Lessee that any provision herein violate any applicable law regarding the rule against perpetuities, the suspension of the absolute power of alienation, or other rules regarding the vesting or duration of estates, and Lessor's right to future assignments of an overriding royalty shall be construed as not violating such rule to the extent the same can be so construed consistent with the intent of the parties. In the event, however, that any provision hereof is determined to violate such rule, then such provision shall nevertheless be effective for the maximum period (but not longer than the maximum period) permitted by such rule that will result in no violation. To the

extent such maximum period is permitted to be determined by reference to "lives in being", Lessor and Lessee agree that "lives in being" shall refer to the lifetime of the last to die of the now living lineal descendants of the late Senator Prescott Bush (paternal grandfather of the current President).

(F) Notwithstanding anything to the contrary, due to the fact that the Lease Premises do not provide Lessee with an adequate amount of acreage to build a sufficient size drilling and completion pad site, Lessee will be required to use additional lands adjacent to the Lease Premises for its operations. Therefore, the above overriding royalty to be paid to Lessor shall be reduced proportionately based on the number of acres contributed by Lessor divided by the total number of acres comprising the drilling and completion pad site. For example, if the drilling and completion pad site is 4 acres in size, and 2 acres of the Lease Premises are contributed to such pad site, then Lessor's proportionate part shall be 50% of the overriding royalty attributable to such well.

14. Lessee agrees to pay surface damage for the specific operations stated below, as follows:

Well Locations: \$25,000.00 for each operations site constructed on the leased premises. Such well location damages shall include the tank battery, meter runs, flow lines, power lines, telephone lines, electric lines and such additional equipment as may be necessary for the normal production of oil and gas for the initial well drilled on the leased premises. Lessee shall pay Lessor \$10,000 for each additional well drilled from said operations site.



SARAH PRUITT
CHESAPEAKE ENERGY CORP
POB 18496
OKC OK 731540496
Submitter: TERRY HARRIS

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 05/07/2008 04:08 PM
Instrument #: D208169198
LSE 5 PGS \$28.00

By: _____



D208169198

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.**

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